

**Request for Proposal
RFQQ-2014-0604-ACQ**

**Security Equipment and Software
Maintenance Services**

Offered by

**Washington State Department of
Transportation**

Proposal Due Date: July 15, 2014

WSDOT RFQQ-2014-0604-ACQ
SECURITY EQUIPMENT/SOFTWARE MAINTENANCE

Table of Contents

1	INTRODUCTION	5
1.1	BACKGROUND	5
1.2	DEFINITIONS	5
2	PROJECT DESCRIPTION	7
2.1.	RFQQ COORDINATOR	7
2.2.	SCHEDULE OF PROCUREMENT ACTIVITIES	7
2.3.	(M) MANDATORY LETTER OF INTENT TO PROPOSE (FAX OR EMAIL ACCEPTABLE):	8
2.4.	(M) MANDATORY SITE TOUR	8
2.4.1	(M) SITE REGISTRATION	9
2.4.2	(M) SITE LOCATIONS	9
2.4.2.1	(M) SITE DIRECTIONS & PARKING	9
2.4.3	(M) SITE VISIT SCHEDULING	9
2.4.4	(M) VENDOR PARTICIPANTS	9
2.4.5	(M) VENDOR SITE LOCATION	9
2.4.5.1	(M) QUESTIONS AND ANSWERS SESSION	9
2.4.6	(M) SITE SECURITY	9
2.5.	VENDORS QUESTIONS AND ANSWERS	9
2.6.	AMENDMENT TO THE RFQQ	9
2.7.	RIGHT TO MODIFY RFQQ SCOPE	10
2.8.	EXCEPTIONS TO RFQQ	10
2.9.	MANDATORY RESPONSE OVERVIEW	10
2.10.	RFQQ EVALUATION	11
2.11.	PASS/FAIL EVALUATIONS	11
2.12.	QUALIFICATIONS & EXPERIENCE - 300 POINTS	11
2.13.	PRICE - 250 POINTS	12
2.14.	HARDWARE & SOFTWARE MAINTENANCE SERVICES - 250 POINTS	12
2.15.	DETAILED PREVENTATIVE MAINTENANCE - 150 POINTS	12
2.16.	BEST VALUE - 50 POINTS	12
2.17.	PERIOD OF PERFORMANCE	12
2.18.	PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	12
2.19.	PUBLIC DISCLOSURE	13
2.20.	FAILURE TO COMPLY	13
2.21.	RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS	13
2.22.	MOST FAVORABLE TERMS	14
2.23.	OBLIGATION TO CONTRACT	14
2.24.	COST TO PROPOSE	14
2.25.	PROPOSAL REJECTIONS	14
2.26.	PUBLICITY	14
2.27.	WAIVERS	14
2.28.	PAYMENT ADVANCES	14
2.29.	CONDITIONAL SALES CONTRACT	14
2.30.	WORKER'S COMPENSATION COVERAGE	15
2.31.	AWARD BASED ON MULTIPLE FACTORS	15
2.32.	NOTIFICATION TO UNSUCCESSFUL VENDORS	15
2.33.	DEBRIEFING OF UNSUCCESSFUL VENDORS	15
2.34.	RESOLUTION OF COMPLAINTS AND PROTESTS	15

3	MANDATORY PROPOSAL INSRUCTIONS	16
3.1.	(M) PROPOSAL REQUIREMENTS	16
3.2.	(M) SIGNATURES	16
3.3.	(M) LETTER OF SUBMITTAL	16
3.4.	(M) STATEWIDE VENDOR STATUS	16
3.5.	ENVIRONMENTAL RESPONSE SUBMISSION COMPLIANCE	16
3.6.	(M) RESPONSE PRESENTATION	17
3.7.	(M) NUMBER OF COPIES	17
3.8.	(M) DELIVERY OF PROPOSALS	18
4	FINANCIAL AND BUSINESS REQUIRMENTS	19
4.1.	SECTION REQUIREMENTS	19
4.2.	(M) FINANCIAL INFORMATION	19
4.2.1	(M) Financial Statements	19
4.2.1.1.	(M) Alternatives for Non-Public Corporations	19
4.2.1.2.	(M) Business Description.....	19
4.2.1.3	(M) Banking Reference.....	19
4.2.1.4	(M) Federal Employer Tax Identification (TIN) Number	19
4.2.1.5.	(M) Washington Uniform Business Identification (UBI) Number	19
4.3.	(M) BUSINESS DESCRIPTION AND ORGANIZATION	19
4.3.1.	(M) Business Identification.....	20
4.3.2.	(M) Company Officers.....	20
4.3.3	(M) Legal Status.....	20
4.3.4.	(M) Previous State Contracts.....	20
4.3.5.	(M) Former Employee Status.....	20
4.3.6.	(M) Contract Terminations	20
4.3.7.	(M) Insurance	21
4.4.	(M) TERMS AND CONDITIONS	21
4.5 (M)	PUBLIC WORKS	22
4.5.1	(M) Prevailing Wage	22
4.5.3	(M) Worker Classification	22
4.5.4	(M) Prevailing Wage Rates.....	23
4.5.5	(M) Intent to Pay Prevailing Wage.....	23
4.5.6	(M) Affidavit of Prevailing Wage	23
4.5.7	(M) Payroll Records Requirements	23
4.5.7(M)	Contractors Bonds	24
4.5.8	(M) Prevailing Wage Disputes	24
5	BUSINESS REFERNCES	25
5.1	(M) BUSINESS REFERENCES – VENDOR	25
6	MANAGEMENT PROPOSAL	26
6.1	(M) VENDOR EMPLOYEE TRAINING	26
6.2	(M) VENDOR SECURITY	26
6.2.2	(M) EMPLOYEE STATUS CHANGE	26
6.3	(M) AUTHORIZED EQUIPMENT/SOFTWARE RESELLER AND MAINTENANCE PROVIDER	26
6.4	(M) PROJECT MANAGEMENT	26
6.4.1	(M) Proposing Vendor's Project Organization Chart	27
6.4.2	(M) Proposing Vendors Responsibilities and Qualifications.....	27
7	TECHNICAL REQUIREMENTS	28
7.1	(M) PREVENTATIVE AND EMERGENCY EQUIPMENT/SOFTWARE MAINTENANCE SERVICES	28
7.1.2	(M) PREVENTATIVE MAINTENANCE	28
7.1.2.1	(M) DETAILED PREVENTATIVE MAINTENANCE SERVICES	28
7.1.3	(M) EMERGENCY MAINTENANCE SERVICE	28
7.1.3.2	(M) COMMUNICATIONS RESPONSE TIME	29
7.1.4	(M) CONDITIONS ASSESSMENT	29
7.1.5	(M) SOFTWARE UPGRADES	29
7.1.6	(M) NECESSARY TOOLS AND EQUIPMENT	29

7.2 (M) MISCELLANEOUS SERVICES REQUIREMENT	29
7.2.1 (M) MAINTENANCE CHECK-IN/CHECK- OUT	29
7.2.2 (M) SERVICE REPORTS	29
7.2.3 (M) WSDOT STAFF TRAINING	30
7.2.4 (M) LOANER EQUIPMENT	30
7.3 (M) ADDITIONAL SERVICES AND SITES	30
8. COST PROPOSAL	31
8.1 (M) EQUIPMENT INVENTORY PRICING	31
8.2 (M) TRANSPORTATION BUILDING PRICING	31
8.3 (M) ALL OTHER WSDOT SITES PRICING	31
8.4 (M) EMERGENCY MAINTENANCE PRICING	31
8.5 (M) OMWBE COSTS	31
8.6 (M) PRICING	31
9. BEST VALUE TO WSDOT	32
9.1 (M) BEST VALUE	32
9.2 SCORING OF BEST VALUE	32
10. EVALUATION OF PROPOSALS	33
10.1 EVALUATION PROCEDURE	33
10.2 RFQQ EVALUATION	33
10.3 PASS/FAIL EVALUATIONS	33
<u>EXHIBITS</u>	
EXHIBIT A — STATE CERTIFICATIONS AND ASSURANCES	34
EXHIBIT B — VENDOR BUSINESS REFERENCE FORM	35
EXHIBIT C — MAINTENANCE COST QUOTE	36
EXHIBIT D — EQUIPMENT /SOFTWARE INVENTORY	37
EXHIBIT E — DRAFT CONTRACT	38
EXHIBIT F — WSDOT BUILDING SITES	39
EXHIBIT G — SITE TOUR	40
EXHIBIT H — COMPLAINTS AND PROTEST PROCEDURES	40

1 INTRODUCTION

Washington State Department of Transportation (WSDOT) is offering this Request for Quotations and Qualifications (RFQQ) under RCW 39.26 to solicit organizations or individuals, hereafter called “Vendor,” interested in participating in work as listed in this RFQQ.

1.1 Background

WSDOT keeps people and business moving by operating and improving the state transportation systems vital to our taxpayers and communities. WSDOT employees are located in and/or provide services statewide. WSDOT currently uses Maxxess security equipment for the physical security of two (2) Olympia-area agency buildings with the intent of future expansion to other buildings

1.2 Definitions

The following terms as used throughout this RFQQ shall have the meanings set forth below.

“Business Days and Hours” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington. Non-Business hours shall mean Monday through Friday 5:00 p.m. to 8:00 a.m., Pacific Time.

“Confidential Information” shall mean information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information may include, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit and debit card information, driver’s license numbers, medical data, law enforcement records, source code or object code, security data, or any related payroll/labor data.

“Equipment” shall mean the security hardware products, located at the WSDOT building Sites, listed in Exhibit D Equipment and Software Inventory.

“(M)” Whenever appearing in this document, it indicates a mandatory requirement for the Vendors submitting proposals. Disqualification may occur if Vendors do not fulfill the stated requirement.

“Maintenance Services” shall mean those Services as set forth in Section 7 - Technical Requirements.

“Proposal” shall mean a written offer to perform a contract to provide goods or services to the State in response to an RFQQ or other acquisition process.

“Purchaser” shall mean the state of Washington, Department of Transportation, any division, section, office, unit or other entity of Purchaser or any of the officers or other officials lawfully representing Purchaser.

“RCW” shall mean the Revised Code of Washington.

“RFQQ” shall mean the Request for Quotations and Qualifications.

“State” shall mean the State of Washington.

“Software” shall mean shall mean the security software listed in Exhibit D Equipment and Software Inventory.

“Vendor” shall mean, as the context requires, *[Vendor]*, its employees and agents; any Vendor, provider, organization, individual, or other entity performing the business activities under this RFQQ; and any subcontractor retained by Vendor as permitted under the terms of this RFQQ.

“WSDOT” shall mean Washington State Department of Transportation.

“WSDOT Contract Administrator” shall mean that WSDOT employee designated to receive legal notices, and to administer, amend, or terminate this Contract.

“WSDOT Contract Manager” shall mean the agency employee identified to manage and provide oversight of the day-to-day activities under this Contract. The WSDOT Contract Manager shall be the primary contact with Vendor concerning Vendor’s performance under this Contract; Provided that, the WSDOT Contract Manager does not have authority to accept legal notices on behalf of WSDOT or amend this Contract.

2 PROJECT DESCRIPTION

2.1. RFQQ Coordinator

The RFQQ Coordinator is the **SOLE POINT OF CONTACT** in WSDOT for this procurement. All communication between the bidding Vendors and WSDOT upon receipt of this RFQQ shall be with the RFQQ Coordinator as follows:

Tim Carroll, RFQQ Coordinator

Phone: 360-705-7595

FAX: 360-360-705-6815

Email: carrolt@wsdot.wa.gov

All written communications must reference the RFQQ acquisition number RFQQ-2014-0604-ACQ in the subject or title area.

All RFQQs must be addressed to:

Washington State Department of Transportation
Attn: Tim Carroll, RFQQ Coordinator
Administrative Contracts Office
P.O. Box 47408
Olympia, WA 98504-7408

Overnight Courier and Hand Deliveries must be submitted at:

Washington State Department of Transportation
Administrative Contracts Office
310 Maple Park Avenue Se
Olympia, WA 98504

You may use facsimile and/or email for any communication required in this RFQQ, EXCEPT for your formal response to this RFQQ (Vendor Proposal) and protest, if any. You may not send your proposals or protest by facsimile or email communication.

Communication regarding this RFQQ with *any* WSDOT personnel, other than the [RFQQ Coordinator](#), will be considered unofficial and non-binding to WSDOT. Vendors are to rely on written statements issued only by the [RFQQ Coordinator](#). Communication directed to parties other than the [RFQQ Coordinator](#) may result in disqualification of the Vendor.

2.2. Schedule of Procurement Activities

All Vendors must adhere to the following schedule of activities. Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the [RFQQ Coordinator](#) listed in this RFQQ. Notwithstanding the provisions of RCW 1.12.070, late proposals will not be accepted, nor will time extensions be granted.

RFQQ PROCUREMENT SCHEDULE

Activity	Due Dates	Time
Issue RFQQ	June 4, 2014	
Mandatory Letter of Intent to Propose	June 11 2014	4:00 PM
Mandatory Vendor Site Tour	June 17, 2014	9:00 AM
Written Questions Due	June 24, 2014	4:00 PM
Answers to questions	July 1, 2014	4:00 PM
Proposals Due	July 15, 2014	4:00 PM
Send Notification of Apparently Successful Vendor	On or Around July 24, 2014	5:00 PM
Anticipated Contract Start Date	September 1, 2014	

**Times given are for Pacific Time (PT)

2.3. (M) Mandatory Letter Of Intent to Propose (FAX or Email Acceptable):

A letter indicating the Vendor's intent to respond to this RFQQ must be received by the RFQQ Coordinator at the address specified in [Section 2.1](#) of this RFQQ, no later than the date and time listed in [Section 2.2](#). The Vendor may submit the Letter of Intent by U.S. mail, facsimile or email. **If submitting by email, Vendors must send to [RFQQ Coordinator](#) and reference the acquisition number RFQQ-2014-0604-ACQ in the subject line.** By submitting this letter, the Vendor accepts the procedure, review criteria and the administrative instructions of this RFQQ.

Each Vendor must include the following information in the letter of intent to propose:

1. Vendor name
2. Vendor's authorized representative for this RFQQ (This representative shall also be named the authorized representative identified in the vendor's proposal)
3. Name and title of authorized representative
4. Address
5. Telephone number
6. FAX number
7. Email address
8. Statement of intent to propose
9. Intent to attend the WSDOT Building Sites

Only vendors submitting a letter of intent will receive amendments and other information regarding this RFQQ.

Failure to submit a Mandatory Letter of Intent to Propose by the deadline specified in [Section 2.2](#) will result in the rejection of the Vendor's proposal.

2.4. (M) Mandatory Site Tour

All Vendors responding to this RFQQ that provided a Mandatory Letter of Statement on the date set forth in [Section 2.2](#) of the RFQQ, must attend the Mandatory Site Tour conducted by WSDOT on the date set forth in [Section 2.2](#) of this RFQQ. Vendors who fail to attend the Mandatory Site Tour will be considered non-responsive and will be disqualified.

2.4.1 (M) Site Registration

Vendors will meet at the WSDOT Headquarters Reception Desk for registration. All attendees will be required to show picture identification and obtain visitor badges. Vendors will be required to sign in and register with the RFQQ Coordinator before the beginning of the Site Tour.

2.4.2 (M) Site Locations

The Site Tour will be conducted for the two (2) WSDOT Sites listed in Exhibit F.

2.4.2.1 (M) Site Directions & Parking

Vendors that submit the Mandatory Letter of Intent on the date set forth in [Section 2.2](#), will be provided with Directions and Parking for the two (2) site locations listed in Exhibit F, by the RFQQ Coordinator.

2.4.3 (M) Site Visit Scheduling

The Mandatory Site Tour will be conducted by WSDOT on the date set forth in [Section 2.2](#) of this RFQQ, and may last approximately three (3) hours.

2.4.4 (M) Vendor Participants

Vendors are allowed two (2) representatives from their company to attend the Site Tour. Vendors are responsible for their own transportation to each of the three (3) site locations. WSDOT will not be liable for any costs incurred by the Vendor, during this Site Tour or any other activities related to responding to this RFQQ.

2.4.5 (M) Vendor Site Location Questions

During the Site Tour Vendors will be required to write down questions pertaining to each site location.

2.4.5.1 (M) Questions and Answers Session

The RFQQ Coordinator and the WSDOT Contract Manager will conduct a Q&A Session at the end of the Site Tour. This time will be for each Vendor representative to ask any questions they have pertaining to the site locations.

2.4.6 (M) Site Security

Cameras are not permitted at any WSDOT sites listed in Exhibit F.

2.5. Vendors Questions and Answers

Specific questions concerning this RFQQ must be submitted in writing to the RFQQ Coordinator at the email address specified in [Section 2.2](#) of this RFQQ. Faxed submission of questions is acceptable, too. The RFQQ Coordinator must receive questions no later than 4:00 p.m. the date specified in [Section 2.2](#) Schedule of Procurement Activities.

All questions and answers will be compiled and presented in written form as an Amendment to the RFQQ.

2.6. Amendment to the RFQQ

In the event that it becomes necessary to revise any part of this RFQQ, an amendment will be provided to all Vendors who have submitted a Letter of Intent to WSDOT by the date specified in [Section 2.2](#).

The Vendor is instructed to disregard any oral representations it may have received. Proposal evaluation will be based on the material contained in the RFQQ and any amendments to the RFQQ that have been issued.

WSDOT reserves the right to revise the RFQQ and/or to issue amendment(s) to the RFQQ. For this purpose, the answers to questions that are submitted to the [RFQQ Coordinator](#), together with other pertinent information, shall be provided as an amendment to the RFQQ.

In the event it becomes necessary to revise any part of the RFQQ, an amendment will be provided to all those who submitted a Letter of Intent to Propose.

WSDOT also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to the execution of a contract.

If a conflict exists between amendments, or between an amendment and the RFQQ, the document issued last shall take precedence.

It is incumbent upon each potential Vendor to examine the requirements, terms and conditions. Should any potential Vendor find discrepancies, omissions or ambiguities in this RFQQ, the Vendor shall at once request, in writing, an interpretation from WSDOT's RFQQ Coordinator. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made, in writing, (including facsimile and email transmissions) to WSDOT's RFQQ Coordinator, as specified in [Section 2.2](#), Schedule of Procurement Activities.

2.7.Right to Modify RFQQ Scope

WSDOT reserves the right to modify the scope of the project, including adding and deleting software/hardware components listed in Exhibit D throughout the procurement process. This will include adding or deleting specific software/hardware components from the final procurement.

2.8.Exceptions to RFQQ

Vendors should carefully review this RFQQ and ALL of its attachments. Any Vendor wishing to take exception to any of the contents of this RFQQ must notify the RFQQ Coordinator in writing as specified in [Section 2.2](#) of this RFQQ.

2.9.Mandatory Response Overview

Vendor must complete a response to each mandatory section. Each mandatory requirement is marked with an [\(M\)](#) and represents an essential need for WSDOT's project. Vendors must respond to all mandatory requirements. Vendor will be scored based on how well the Vendor meets WSDOT's requirements. Failure to meet an individual requirement will not be the basis for disqualification; however, failure to provide any response may be considered non-responsive resulting in the basis for disqualification of the proposal. **A response of "not applicable" is a valid response.** Failure to meet any of the Mandatory requirements may cause the entire response to be eliminated from further consideration.

Any of the following occurrences will constitute failure by a Vendor to meet a Mandatory requirement:

- The Vendor states that a Mandatory requirement cannot be met.
- The Vendor fails to include requested information necessary to substantiate that the Mandatory requirement has been met. The Vendor may reference supplemental material, but the answer must be complete in itself.
- The Vendor indicates that future developments will satisfy the requirement. Only responses that indicate present capability will meet the Mandatory requirement.
- The Vendor presents the information requested by this RFQQ in a manner inconsistent with the instructions stated by any portion of this RFQQ.

2.10. RFQQ Evaluation

The process for awarding this RFQQ may be done in phased sections. The Vendor's proposal will be evaluated based on the process outlined below. The top scoring Vendor(s) will proceed to the next step, if necessary, in this RFQQ process. Proposals with tied scores will be treated equally and the tied Vendors' proposals will be moved forward to the next phase if they are among the top scoring Vendors and further process is chosen. Specific Criteria for RFQQ Evaluation:

Criteria for Evaluation		
RFQQ Compliance	Pass/Fail	
Financial/Business Review	Pass/Fail	
Qualifications & Experience	30%	300
Hardware & Software Maintenance Services	25%	250
Detailed Preventive Maintenance Services	15%	150
Cost Proposals	25%	250
Best Value	5%	50

2.11. Pass/Fail Evaluations

Vendors receiving a failing score from either the RFQQ Compliance or Financial/Business Review sections shall be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration.

2.12. Qualifications & Experience - 300 Points

Proposal evaluators will assign a point value between zero and the maximum point allowed based on the response to each requirement. See RFQQ Section 6 for details and proposal requirements.

2.13. Price - 250 Points

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Vendor's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section. See RFQQ Section 7 for more information.

2.14. Hardware & Software Maintenance Services - 250 Points

Vendor must provide Preventative and Emergency Maintenance Services to all two (2) sites listed in Exhibit D, located in the Lacey, Tumwater, and Olympia area.

2.15. Detailed Preventative Maintenance - 150 Points

Vendor must provide a detailed sample plan for Preventative Maintenance Services and plan must consist of Preventive Maintenance for all WSDOT Building Sites listed in Exhibit D. See RFQQ Section 7 for more details.

2.16. Best Value - 50 Points

Vendor must describe in detail what value their solution will provide to WSDOT, such as: the robustness of the proposed solution, supportability of the proposed solution, flexibility of the proposed solution, extensibility of the proposed solution, compliance to industry standards, and ease of use of the proposed solution. See RFQQ Section 10 for more information.

2.17. Period of Performance

Any awarded contract resulting from this RFQQ shall be for an initial two (2) -year period. The period of performance of any contract resulting from this RFQQ is tentatively scheduled to start September 1, 2014. WSDOT reserves the right to extend the contract for two (2) additional two (2) year periods. Amendments extending the period of performance, if any, shall be at the sole discretion of WSDOT

2.18. Proprietary Information/Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of WSDOT.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is awarded (i.e. signed and approved by all parties). Thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

In the event a Vendor desires to claim portions of their proposal as exempt from public disclosure, the Vendor must identify those portions in the proposal cover letter. Each page of the proposal claimed to be exempt must be clearly identified as "confidential."

WSDOT will consider a Vendor's request for exemption from disclosure; however, WSDOT will make a decision predicated upon applicable laws. Marking the entire proposal exempt from disclosure will not be honored. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the effected Vendor has been given an opportunity to seek a court injunction against the requested disclosure.

The proposal of the successful Vendor will become part of the contract, which is subject to public disclosure. Data contained in the proposal, all documentation provided and innovations developed as a result of the contract become the property of WSDOT.

2.19. Public Disclosure

Proposals shall become the property of WSDOT. All proposals shall be deemed to be a public record as defined in RCW 42.56.001 to 42.56.903, "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is in any way contrary to state public disclosure laws or this RFQQ will be declared non responsive and removed from consideration.

Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provision of RCW 42.56 must be clearly designated as described in Section 2.13.

RFQQs are not disclosable prior to release to potential respondents.

With the exception of lists of prospective Vendors, WSDOT will not disclose RFQQ records until after the execution of the contract(s). At that time, all information about the competitive procurement is disclosable with the exception of

- Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure.

WSDOT will charge for copying and shipping any copies of materials requested as outlined in Chapter 468-06-090 Washington Administrative Code (WAC). Address requests for copying or inspecting materials to the RFQQ Coordinator named in this RFQQ.

WSDOT will retain RFQQ records in accordance with Washington State and WSDOT Records Retention Schedules.

Any information in the successful Vendors proposal they desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56. 001 to 42.56.903 must be clearly designated. The particular exception from disclosure upon which the Vendor is making the claim must be identified as stated as noted in Section 2.13 above. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower half of the page.

WSDOT will consider a Vendor's request for exemption from disclosure; however, WSDOT will make a decision predicated upon Chapter 42.56 RCW and chapter 236-48-123 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored and will be considered non-responsive and be disqualified for further consideration. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Vendor has been given an opportunity to seek a court injunction against the requested disclosure.

2.20. Failure to Comply

For your response to be considered complete, you must respond to all requirements of this RFQQ. Vendors must provide a response to all sections of the RFQQ. Vendor's failure to comply with any part of WSDOT's request for proposal may result in the Vendor's proposal being disqualified and non-responsive to this RFQQ.

2.21. Receipt of Insufficient Competitive Proposals

If WSDOT receives only one (1) responsive proposal as a result of this RFQQ, WSDOT reserves the right to select and award the contract to the single Vendor.

2.22. Most Favorable Terms

WSDOT reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Vendor could offer. At its discretion, WSDOT reserves the right to request best and final offers from the RFQQ finalists.

The Vendor must be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. The contract will also incorporate this RFQQ and the successful proposal(s). The contract may incorporate some or the Vendor's entire proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to the WSDOT.

2.23. Obligation to Contract

This RFQQ does not obligate the State of Washington or WSDOT to contract for service(s) or product(s) specified herein. WSDOT also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.24. Cost to Propose

WSDOT will not be liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFQQ, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFQQ.

2.25. Proposal Rejections

WSDOT will make the sole determination of clarity and completeness in the responses to any of the provisions in this RFQQ. WSDOT reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this RFQQ.

2.26. Publicity

No informational pamphlets, notices, press releases, research reports and/or similar public notices concerning this project, may be released by the Apparently Successful Vendor, without obtaining prior written approval from WSDOT.

2.27. Waivers

WSDOT reserves the right to waive specific terms and conditions contained in this RFQQ. It shall be understood by Vendors that the proposal is predicated upon acceptance of all terms and conditions contained in this RFQQ, unless the Vendor has obtained such a waiver in writing from WSDOT prior to submission of the proposal. Such a waiver, if granted, will be provided to all Vendors.

2.28. Payment Advances

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Vendors are paid after services and products are delivered and accepted.

2.29. Conditional Sales Contract

The State may not enter into a conditional sales contract, unless the contract can be cancelled for non-allocation of funds by the legislature, with no penalty to the State.

2.30. Worker's Compensation Coverage

The Vendor will, at all times, comply with all applicable workers' compensation, occupational disease and occupational health and safety laws, statutes and regulations to the full extent applicable. Neither the State of Washington nor WSDOT will be held responsible in any way, for claims filed by the Vendor or their employees for service(s) performed under the terms of any contract awarded from this RFQQ.

2.31. Award Based on Multiple Factors

The evaluation process is designed to award the contract to the Vendor whose proposal best meets the requirements of this RFQQ.

2.32. Notification to Unsuccessful Vendors

Vendors, whose proposals have not been selected, will be so notified via email.

2.33. Debriefing of Unsuccessful Vendors

Vendors who submitted a proposal and were not selected will be given the opportunity for a debriefing conference. The RFQQ Coordinator must receive the request for a debriefing conference within five (5) business days after the notification of unsuccessful Vendor email or letter is sent. The debriefing shall be held within five (5) business days of the request. Discussion will be limited to a critique of the requesting Vendor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

2.34. Resolution of Complaints and Protests

See Exhibit H.

3 MANDATORY PROPOSAL INSTRUCTIONS

3.1.(M) Proposal Requirements

Proposing Vendors must provide all required information specified in this RFQQ. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. Items marked “(M)” are mandatory and must be included as part of the Vendor’s proposal for the proposal to be considered responsive. A response of “not applicable” is considered responsive.

3.2. (M) Signatures

The following must be signed and dated by an authorized person, which can legally bind the Vendor to a contractual relationship (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship).

Submittal Letter;

Exhibit A – Certifications and Assurances;

Exhibit B – Vendor Business References and;

Exhibit C – Maintenance Cost Quote

All required original signatures must be in blue ink only.

3.3. (M) Letter of Submittal

The Letter of Submittal must be on official Vendor letterhead, and must be signed by a person authorized to bind your organization to a contract. Your Letter of Submittal must include the following in the order given:

1. Vendors name
2. Name and title of the Vendors authorized representative
3. Address
4. Telephone number
5. Fax Number
6. Statement that Vendor will register with the Office of Financial Management as a statewide Vendor.
7. Statement that proof of insurance shall be provided if awarded a contract

3.4. (M) Statewide Vendor Status

Each Vendor must indicate in the submittal letter and as a condition of contract award, that they will register with the Washington State Office of Financial Management (OFM) as a Statewide Vendor within ten (10) business days of notification of contract award.

3.5. (M) Environmental Response Submission Compliance

The proposal should be prepared simply and economically, providing a straightforward and concise description of the Vendor’s ability to meet the requirements of this RFP. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses should comply with the following guidelines:

1. The two (2) signed originals must be submitted **single-sided only**. All other submitted copies should be printed double-sided.
2. All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 100% or on tree-free paper (i.e., paper made from raw materials other than trees such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
3. Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC or “spiral” binding. Three ringed binders, glued materials, paper clips and binder clips are acceptable.
4. Vendors should submit materials in a format that allows for easy removal and recycling of paper materials.

Vendors are encouraged to use other products that contain recycled content in their response documents. Such products may include but are not limited to folders, binders, paper clips, diskettes, envelopes and boxes, etc. Where appropriate, Vendors should note which products in their responses are made with recycled materials.

3.6. (M) Response Presentation

Responses must be prepared on standard recycled 8½ x 11-inch paper using separators for the major sections of the response. The Vendor’s Response must be set as outlined below:

Vendor’s Proposal must be submitted in six (6) sections as outlined below:

Tab 1

- A. Letter of Submittal
- B. Exhibit A – State Certifications and Assurances

Tab 2

- C. Financial and Business Requirements

Tab 3

- D. Exhibit B – Vendor Business References

Tab 4

- E. Management Proposal

Tab 5

- F. Technical Requirements

Tab 6

- G. Exhibit C – Maintenance Cost Quote

3.7. (M) Number of Copies

Send two (2) originals and three (3) identical copies and one (1) complete Microsoft Office 2003 or newer, formatted copies on a CD-ROM of your proposal to the RFQQ Coordinator.

The enclosed CD-ROM will be enclosed in a protective sleeve and be included inside the Vendor's submitted response.

3.8. (M) Delivery of Proposals

The proposal, whether mailed or hand delivered, must be received by the [RFQQ Coordinator](#) at the address specified no later than the date and time specified. Late proposals shall not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at your discretion and it shall be at your sole risk to assure delivery at the designated office. Faxed or emailed proposals will not be accepted and will be disqualified. The [RFQQ Coordinator](#) shall send a notice acknowledging receipt of Vendors proposal via email by 4:00 p.m. on the above due date.

4 FINANCIAL AND BUSINESS REQUIREMENTS

4.1. Section Requirements

All items identified in Section 4 are mandatory (M). Vendors must provide all information requested in Section 4. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. The section numbers and titles must be restated in Vendor's proposal.

4.2. (M) Financial Information

The Vendor must provide all information requested in the exact order specified below. This section is scored on a pass/fail basis. Failure to respond to any mandatory requirements will be viewed as non-responsive and the proposal may be disqualified.

4.1.1 (M) Financial Statements

The Vendor must provide the last three (3) years of comparative financial statements or annual reports with the name, address and telephone number of a contact in the company's principal financing or banking organization.

4.2.1.1. (M) Alternatives for Non-Public Corporations

If the Vendor is not a publicly held corporation, it must comply with [section 4.2](#) by providing the following information:

4.2.1.2. (M) Business Description

Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that would enable proposal evaluators to determine the stability and financial strength of the organization.

4.2.1.3. (M) Banking Reference

1. Provide a reference from the company's current bank
2. Provide a credit rating report and name the rating service. The credit rating report must identify the credit rating score.

4.2.1.4 (M) Federal Employer Tax Identification (TIN) Number

The Vendor must provide a copy of their signed IRS W-9 Request for Taxpayer Identification Number

4.2.1.5. (M) Washington Uniform Business Identification (UBI) Number

The Vendor must provide its UBI number. A UBI number is a nine-digit number that registers you with several state agencies and allows you to do business in Washington State. A UBI number is sometimes called a tax registration number, a business registration number, and a business license number. Please visit the Washington State Department of Revenue's website below for more information on business registration requirements. <http://dor.wa.gov/Content/DoingBusiness/RegisterMyBusiness/Default.asp> If you do not have a UBI number, you must indicate in your response to this section "<Vendor Name> conVendor s that we will register for a UBI number within ten (10) business days of notification of contract award".

4.3. (M) Business Description and Organization

The Vendor must provide all information requested.

4.3.1. (M) Business Identification

The Vendor must provide an overview of the Vendor, including but not limited to the following:

1. Vendor's name and address and main business location
2. State the location of the facility from which the Vendor would operate, the telephone, fax and email address
3. Vendor's start-up date
4. Summary of Vendor's pertinent expertise, skills, client base and services that are available for this project

4.3.2. (M) Company Officers

The Vendor must provide the names, addresses and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).

State the name, the title or position, address, email address, fax and telephone numbers of the individual who would have primary responsibility for the project resulting from this RFQQ. Disclose who within the Vendor organization will have prime responsibility and final authority for the work under the proposed contract. Name other individuals providing service on the project.

4.3.3 (M) Legal Status

The Vendor must specify the legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now exists.

4.3.4. (M) Previous State Contracts

If the Vendor or any party named previously contracted with the State of Washington during the past 24 months, the Vendor must indicate the name of the State agency, the contract number and describe the work and/or provide other information available to identify the contract.

4.3.5. (M) Former Employee Status

If any employee of the Vendor was an employee of the State of Washington during the past 24 months, or is now an employee of the State of Washington, the Vendor must identify the individual by name, State agency previously or currently employed by, job title or position held, and separation date.

4.3.6. (M) Contract Terminations

If the Vendor has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined, as notice to stop performance due to the Vendor's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Vendor, or (b) litigated and such litigation determined that the Vendor was in default.

Submit full details of the terms for default. Identify the other party, its name, address, and telephone number. Present the Vendor's position on the matter. WSDOT will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the Vendor has experienced no such termination for default in the past five (5) years, indicate accordingly.

4.3.7. (M) Insurance

4.3.7.1. (M) Proof of Insurance

Each Vendor must indicate in the submittal letter and as a condition of contract award, that they will provide proof of insurance from the Vendor's insurance carrier, outlining the extent of the Vendor's liability coverage.

The Vendor shall, at its own expense, obtain and keep in force liability insurance during the term of the contract. The Vendor shall furnish evidence to WSDOT within fifteen (15) business days of receipt of notice of award, in the form of a Certificate of Insurance that insurance will be provided.

4.3.7.2. (M) Liability Insurance

The Vendor must at all times during the term of the contract carry and maintain insurance as defined herein. The Vendor must state that they currently hold insurance that meets or exceeds the limits set forth in the draft contract or they agree to acquire the necessary insurance within fourteen (14) working days of contract execution.

4.3.7.3. (M) Additional Provisions

The required insurance policies must include the following provisions:

(M) Additional Insured. The State of Washington and all authorized contract users shall be specifically named as an additional insured on all policies. All policies shall be primary over any other valid and collectable insurance.

(M) Material Changes. A forty-five (45) calendar day written notice shall be given to the State prior to termination of or any material change to the policy (ies) as it relates to this contract, provided that thirty-(30) calendar days written notice shall be given for surplus line insurance cancellation for nonpayment of premiums. Such notice shall not be less than ten (10) calendar days prior to such date.

Identification Policy must reference the State's contract number and name WSDOT.

Insurance Carrier Rating - An insurance company authorized to do business within the state of Washington shall issue the insurance required above. Insurance is to be placed with a carrier that has a Best's rating of A- or higher. The risk manager for the state of Washington must approve any exception.

Excess Coverage - The limits of all insurance required to be provided the Vendor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Vendor from liability in excess of such limits.

4.4. (M) Terms and Conditions

The Apparent Successful Vendor is expected to enter into a Contract that is substantially the same as the draft contract and its general terms and conditions attached as Exhibit E. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. WSDOT will review requested exceptions and accept or reject the same at its sole discretion but ONLY MINOR MODIFICATIONS AND/OR ADDITIONS will be open to negotiation. A Vendor may submit changes to the content of the Contract as presented in Exhibit E. **The Vendor must provide one of the two following statements here in response to this section:**

“<Vendor Name> accepts the terms of KXXX Contract”

or

“<Vendor Name> accepts the terms of the KXXX Contract, EXCEPT FOR those areas identified in Exhibit E to this RFQQ Proposal.”

All identified exceptions, modifications, and/or additions shall be included as In Exhibit D Equipment Inventory Form to the Proposal and clearly marked mandatory or proposed as set forth below in this section. Identify each proposed exception, modification, and/or addition in the following format:

1. State the page number of this RFQQ
2. State the Contract paragraph in full
3. State the proposed revised paragraph verbiage in full

The Vendor must clearly identify all submitted exceptions, modifications and/or additions as to one of the two categories:

Mandatory: A Vendor submitting a mandatory exception, modification, and/or addition, is declaring that the change is a requirement within its proposal. If the change is not acceptable to WSDOT, then the Vendor does not want its proposal to be considered or evaluated by WSDOT.

Proposed: A Vendor submitting a proposed exception, modification, and/or addition, is asking that WSDOT consider it, and if acceptable to WSDOT, include the proposed wording in any resulting Contract.

4.5 (M) Public Works

Any resulting contract from this acquisition may be subject to RCW 39.04 Public Work and 39.12 Prevailing Wage on Public Works. Accordingly, Vendors will be required to comply with the following requirements.

4.5.1 (M) Prevailing Wage

Per RCW 39.12.020, all projects under this contract may be required to pay prevailing wages to all Vendor employees based upon classification of labor performed.

Vendors must acknowledge this requirement in response to this section in their response.

4.5.3 (M) Worker Classification

The awarded Vendor may be responsible for ensuring the proper classifications of labor are reported. Any questions regarding the appropriate classifications of labor should be directed to the [L&I Prevailing Wage Support](#) Office at (866) 219-7321.

Vendors must acknowledge this requirement in response to this section in their response.

4.5.4 (M) Prevailing Wage Rates

All Vendor employees may receive at a minimum the prevailing wage rate in effect at the time of any awarded project under this contract. WSDOT will include a copy of the Prevailing Wage rate in effect as an Exhibit to the resulting contract to this RFQQ.

Vendor must acknowledge this requirement in response to this section in their response.

4.5.5 (M) Intent to Pay Prevailing Wage

Per RCW 39.12.040, the awarded Vendor may be required to file their Intent to Pay Prevailing Wage to the L&I Industrial Statistician for each project prior to any work beginning.

The awarded Vendor may be required to submit to WSDOT their approved Intent to Pay Prevailing Wages for each project prior to any work beginning. Per RCW 39.12.040, no payment can be made under any resulting contract without the approved Intent to Pay Prevailing Wage being submitted to WSDOT prior to payment.

The awarded Vendor may be required to post an approved copy of the Intent to Pay Prevailing Wage at the job site, or if not feasible, at the office in an area accessible by all Vendor employees prior to any work beginning. In the event the Intent to Pay Prevailing Wage is in the process of being approved by the L&I Industrial Statistician, the complete listing of the prevailing wage rates for the county where the job site is located may be posted until the approved form is received.

Vendors must acknowledge this requirement in response to this section in their response.

4.5.6 (M) Affidavit of Prevailing Wage

Per RCW 39.12.040, the awarded Vendor may be required to file their Affidavit of Prevailing Wage with L&I Industrial Statistician upon completion of each project.

The awarded Vendor and may be required to submit to WSDOT their approved Affidavit of Prevailing Wages before WSDOT will release payment for any project under any resulting contract.

Vendors must acknowledge this requirement in response to this section in their response.

4.5.7 (M) Payroll Records Requirements

The awarded Vendor may be required to keep accurate payroll records for three years following the date of acceptance of each project by WSDOT. Payroll records must include the following for each worker:

- 1.Name
- 2.Address
- 3.Social Security Number
- 4.Trade or Occupation
- 5.Straight Time Rate
- 6.Hourly Rate of Usual benefits
- 7.Overtime hours worked each day and week – includes any agreements to work up to 10 hour days

8. Actual rate of wages

The awarded Vendor may be required to submit to WSDOT, with their Affidavit of Prevailing Wage for each completed project, a Certified Payroll Record to WSDOT on L&I form F700-065-000 and F700-065-111, if applicable. These forms can be downloaded at

<http://www.lni.wa.gov/FormPub/results.asp?Keyword=prevailing%20wage>

Vendors must acknowledge this requirement in response to this section in their response.

4.5.7(M) Contractors Bonds

Per [RCW 39.08](#) Contractor's Bond, the Vendor will be required to submit a Performance bond for the contract. For projects less than thirty-five thousand dollars (\$35,000), the Vendor may request WSDOT to retain fifty (50) percent of the total contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Department of Labor and Industries and settlement of any liens, including the Department of Employment Security liens as specified in [RCW Chapter 50.24.110](#), filed under [RCW Chapter 60.28](#), whichever is later.

The Vendor must acknowledge this requirement in response to this section in their response.

4.5.8 (M) Prevailing Wage Disputes

Any disputes regarding prevailing wage rates resulting from an executed contract, will be arbitrated by the Director of Labor and Industries.

Vendors must acknowledge this requirement in response to this section in their response.

5 BUSINESS REFERENCES

All items identified in Section 5 are mandatory. Vendor must provide all information requested in Section 5. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. The section numbers and titles must be restated in Vendor's proposal.

5.1 (M) Business References – Vendor

Vendor must supply names, addresses and telephone numbers of a minimum of three (3) non-Vendor owned business references for which the Vendor has completed similar work within the last two (2) years. Include a brief description of the type of service provided. All user references should be of comparable size and complexity to the WSDOT project. By providing this information, Vendor must grant permission to WSDOT to independently contact the references at WSDOT's convenience. Do not include current WSDOT staff as references. Exhibit B Vendor Business References provides a form that must be completed for each of the references.

6 MANAGEMENT PROPOSAL

All items identified in Section 6 are mandatory. Vendor must provide all information requested in Section 6. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. The section numbers and titles must be restated in Vendor's proposal.

6.1 (M) Vendor Employee Training

Vendor's proposal must include a training plan that provides an overview description of training that is provided to Vendor's new employees as well as current employees. Vendor shall provide a periodic refresher training for its employees regarding original Equipment manufacturer modifications/ changes for the Equipment.

6.2 (M) Vendor Security

Vendor must provide a list of all Vendor employees that will be working on this project.

- Vendor shall recruit, hire, perform security and background checks and train all personnel to perform required services.
- No future employees shall be allowed to work on the project without background checks.

6.2.1 (M) Security Access to WSDOT Sites

At WSDOT discretion, a complete copy of the background clearance check can be requested at any time. If the background clearance check has been deemed clear for a Vendor Staff, WSDOT will photograph Vendor Staff for a security clearance cardkey and issue appropriate standard security access.

6.2.2 (M) Employee Status Change

If employment is severed between the Vendor and its employee, the Vendor must notify the WSDOT Contract Manager within two (2) business days of last date of employment. Departed employee's clearance cardkey must be returned to the WSDOT Contract Manager within five (5) business days of notifying WSDOT. If the clearance cardkey is not returned to the WSDOT Contract Manager within the five (5) business days, there will be a twenty-five (25) dollar penalty fee. This fee will be deducted from the Vendors monthly Preventative Maintenance invoice.

6.3 (M) Authorized Equipment/Software Reseller and Maintenance Provider

Vendors responding to this RFQQ must currently be certified as an Authorized Security Equipment Reseller and Maintenance Provider for Maxxess, Inc. (formerly Gyyr, Inc.). Vendor must have a minimum of five (5) years experience installing, maintaining, operating, and training customers in the use of Maxxess' (f.k.a. Gyyr's) Equipment and Software.

Vendor must show its status as an Authorized Maxxess Security Equipment Reseller and Maintenance Provider by attaching written evidence of such status from Maxxess, Inc. WSDOT will accept Gyrr certification; however, previous certification from ICI, Inc. shall not be accepted.

6.4 (M) Project Management

6.4.1 (M) Proposing Vendor's Project Organization Chart

Vendor must provide a project organizational chart indicating lines of authority for personnel, who will be involved in the performance of this potential contract, and indicate other work responsibilities beyond this contract, that would be required of the assigned staff. This chart must also show lines of authority to the next senior level of management and identify the WSDOT personnel the vendor deems necessary in order to be successful. The vendor must provide the WSDOT Contract Manager with an updated Organization Chart on a quarterly basis.

6.4.2 (M) Proposing Vendors Responsibilities and Qualifications

Vendor must identify responsibilities and roles of the staff that will be assigned to this project and the amount of time each will be assigned to the project. Include any required involvement of WSDOT staff.

7 TECHNICAL REQUIREMENTS

All items identified in Section 7 are mandatory. Vendor must provide all information requested in Section 7. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. The section numbers and titles must be restated in Vendor's proposal.

7.1 (M) Preventative and Emergency Equipment/Software Maintenance Services

The apparent successful Vendor must provide Preventative and Emergency Maintenance Services to all five (5) sites listed in Exhibit D, located within the Lacey, Tumwater, and Olympia area. During the term of the resulting Contract, WSDOT reserves the right to modify from time to time as technology and/or security requirements change, pursuant to Equipment availability. Any resulting charges or changes to the Services shall be mutually agreed to by the parties.

7.1.2 (M) Preventative Maintenance

Preventative Maintenance is defined as pre-planned, periodic, on-site inspection and testing of the Equipment/Software set forth in Exhibit D. Preventative Maintenance shall include all adjustments or parts replacement required to keep each item of Equipment/Software in proper working order consistent with original manufacturer specifications and recommendations. The Vendor must work with the WSDOT Contract Manager to develop regular intervals for such Preventative Maintenance Service, and in no event shall these intervals exceed one (1) month for the WSDOT Transportation Building Site and three (3) months for all other Sites. Vendor must provide a detailed list thirty (30) days after contract execution, of that Preventative Maintenance Services must consist of for all WSDOT sites listed in Exhibit F. Preventative Maintenance Services shall be performed according to a schedule developed and agreed to between the Vendor and WSDOT.

7.1.2.1 (M) Detailed Preventative Maintenance Services

Vendor must provide a sample of what the detailed list for Preventative Maintenance Services shall consist of for all WSDOT Sites listed in Exhibit D.

7.1.3 (M) Emergency Maintenance Service

Emergency Maintenance Service is defined as on- site, un-scheduled Maintenance or repair of Equipment/Software which is not operating properly, which, in WSDOT sole opinion requires immediate Maintenance Service.

7.1.3.1 (M) Emergency Maintenance Availability

Emergency Maintenance Service must be available twenty-four (24) hours, seven (7) days a week, 365 days per year for Equipment/Software malfunction or failures communicated by WSDOT to the Vendor as emergencies. The trained Vendor technician shall respond to such Emergency Maintenance request to the WSDOT Site prepared to commence necessary repairs **within two (2) hours** from the time the WSDOT call for Service is received or returned by Vendor staff.

7.1.3.2 (M) Communications Response Time

The Communication Response Time is defined as communication to WSDOT's designated representative, in a mutually agreed manner, from a Vendor Technician. The Vendor must provide a twenty-four (24) hour technician support line for WSDOT to report emergencies and to request dispatch. For those times when the phone is not answered directly by the Vendor, (e.g. the number is to a pager or an answering Service, or something similar) the Vendor must return the call to WSDOT within fifteen (15) minutes.

7.1.4 (M) Conditions Assessment

Within thirty (30) calendar days of a fully executed Contract, Vendor shall complete a Conditions Assessment of all security equipment to be maintained under the Contract. The Conditions Assessment will be conducted after Business Hours. Vendor shall remit a report of all findings to the Contract Manager.

7.1.5 (M) Software Upgrades

For WSDOT Headquarters Transportation Building Site Only: WSDOT shall be entitled to Software upgrades as part of the Preventative Maintenance Service under the resulting Contract. Vendor will be required to install and train staff in the use of such upgraded Software. There shall be no additional charge for such Services. Vendor shall continue to provide Software support services for the previous version of the Software for a minimum of twelve (12) months from the date of the current version release. Vendor must state their acceptance to this Mandatory Requirement.

7.1.6 (M) Necessary Tools and Equipment

The Vendor must provide all tools and equipment necessary to perform all Services required in this RFQQ.

7.2 (M) Miscellaneous Services Requirement

The apparently successful Vendor must provide Miscellaneous Services at all three (3) sites listed in Exhibit D, located within the Lacey, Tumwater, and Olympia area.

7.2.1 (M) Maintenance Check-in/Check- out

Vendor trained technicians performing Services under the Contract resulting from this RFQQ must check-in and checkout with the WSDOT Contract Manager for each Service call. Failure to fulfill this requirement may result in termination of the Contract. Vendor employee may be required to be escorted dependent on sites.

7.2.2 (M) Service Reports

Regardless of the nature of the call, Vendor must provide WSDOT with a legible handwritten Service report for each Service call. At a minimum, the report must include the following:

- a) completed repairs details,
- b) replacement parts required,
- c) the actual time of arrival and departure at WSDOT Site,
- d) the total time spent on the call, and

e) detailed fee charges (i.e., cost of time and materials, etc.).

7.2.3 (M) WSDOT Staff Training

Vendor shall provide on-site end user training upon request of WSDOT Contract Manager in the use of new or modified Equipment or Software, at no additional charge. Any related training materials must be provided at the time of each training session.

7.2.4 (M) Loaner Equipment

For all WSDOT Sites, Vendor must provide loaner equipment, at no additional cost, as needed to maintain WSDOT security integrity. If for any reason WSDOT current security equipment is being repaired off-site Vendor shall provide a temporary replacement part that is equal to the piece of equipment that is taken, until such repairs are complete.

7.3 (M) Additional Services and Sites

WSDOT may, at its sole option, acquire additional Services and Equipment within the scope of this Contract. WSDOT may also add or delete additional building sites located in the Lacey, Tumwater, and Olympia area to this Contract for the purpose of receiving Quarterly Preventive Maintenance Services and On-call service repairs. Pricing for such additional Services or Equipment shall be as negotiated by the parties.

8. COST PROPOSAL

All items identified in Section 8 are mandatory. Vendor must provide all information requested in Section 8. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. The section numbers and titles must be restated in Vendor's proposal.

8.1 (M) Equipment Inventory Pricing

The hardware/software listed in Exhibit D is located at two (2) WSDOT building sites throughout Lacey, Tumwater, and Olympia area. Exhibit C must be signed and used in preparing this portion of the Vendor's Cost Proposal.

8.2 (M) Transportation Building Pricing

Vendor must provide a price quotation for Preventative Maintenance service on a Bi-monthly basis. Vendors cost for Preventative Maintenance services must be inclusive of all costs, including but not limited to, costs for Services, administration fees, management review, travel costs, reports development, and any other charges not specifically authorized in writing by WSDOT. In addition, the monthly price quotation must include the costs for all replacement parts and supplies. Exhibit C must be signed and used in preparing this portion of the Vendor's Cost Proposal.

8.3 (M) All Other WSDOT Sites Pricing

Vendor shall provide quarterly price quotation for Preventative Maintenance services for the other remaining site. Vendors cost for quarterly Preventative Maintenance services must be inclusive of all costs, including but not limited to, costs for Services, administration fees, management review, travel costs, reports development, and any other charges not specifically authorized in writing by WSDOT. Exhibit C must be signed and used in preparing this portion of the Vendor's Cost Proposal.

8.4 (M) Emergency Maintenance Pricing

Vendor must provide an hourly price quotation for Emergency Maintenance Services during Business Hours and non-Business Hours. Vendor's Cost Proposal for Emergency maintenance Services must be inclusive of all costs, including but not limited to, costs for Services, administration fees, management review, travel costs, reports development, and any other charges not specifically authorized in writing by WSDOT. At no additional charge, Vendor must expedite delivery of parts deemed critical by WSDOT to the resumption of Service. Exhibit C must be signed and used in preparing this portion of the Vendor's Cost Proposal.

8.5 (M) OMWBE Costs

If Vendor is certified by the Office of Minority and Women's Business Enterprises are proposed, the Vendor must set out in the Cost Proposal the portion to be paid to the certified MBE and/or the WBE Vendor.

8.6 (M) Pricing

For the initial three years for any contract resulting from this RFQQ, all services authorized will be invoiced at prices quoted in the Vendor's Response. Thereafter, the Vendor may annually increase the Service prices by no more than five percent (5%) over the previous contracted prices.

9. BEST VALUE TO WSDOT

9.1 (M) Best Value

Vendor must describe in detail what value its product and/or service will provide to WSDOT, such as: the robustness of the proposed solution, supportability of the proposed solution, flexibility of the proposed solution, extensibility of the proposed solution, compliance to industry standards, and ease of use of the proposed solution.

9.2 Scoring of Best Value

This section is worth five percent (5%) and is an all or nothing category. Only one Vendor whose proposal is determined to be the Best Value will be awarded the five percent (5%).

10. EVALUATION OF PROPOSALS

10.1 Evaluation Procedure

The evaluation process is designed to award this procurement not necessarily to the Vendor of least cost, but rather to the Vendor whose proposal best meets the requirements of this RFQQ. However, Vendors are encouraged to submit proposals that are consistent with State government efforts to conserve state resources.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of the RFQQ shall be accomplished by an evaluation team, to be designated by WSDOT, which will determine the ranking of the proposals.

A WSDOT selection committee comprised of WSDOT staff will evaluate responses to the RFQQ. The evaluation/selection process will consist of an evaluation of the written response.

10.2 RFQQ Evaluation

The process for awarding this RFQQ may be done in phased sections. The Vendor's proposal will be evaluated based on the process outlined below. The top scoring Vendor(s) will proceed to the next step, if necessary, in this RFQQ process. Proposals with tied scores will be treated equally and the tied Vendor's proposals will be moved forward to the next phase if they are among the top scoring Vendors and further process is chosen. Refer to Section 2.9 for Specific Criteria for this RFQQ Evaluation.

10.3 Pass/Fail Evaluations

Vendors receiving a failing score from the RFQQ Compliance, or Financial and Business Review sections shall be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration.

EXHIBIT A — STATE CERTIFICATIONS AND ASSURANCES

Please see attached.

EXHIBIT B — VENDOR BUSINESS REFERENCE FORM

Please see attached.

EXHIBIT C — MAINTENANCE COST QUOTE

Please see attached.

EXHIBIT D — EQUIPMENT /SOFTWARE INVENTORY

Please see attached

EXHIBIT E — DRAFT CONTRACT

Please see attached

EXHIBIT F — WSDOT BUILDING SITES

Please see attached.

EXHIBIT G — SITE TOUR

Please see attached.